

## LEASE AGREEMENT

THIS AGREEMENT made and executed on the 26th day of March, 1985, by and between the VILLAGE OF DEXTER, a General Law Village, with its office located at 8140 Main Street, Village of Dexter, County of Washtenaw, State of Michigan, hereinafter referred to as "LESSOR" and the DEXTER AREA FIRE DEPARTMENT, hereinafter referred to as "LESSEE" with its office located at 8140 Main Street, Village of Dexter, County of Washtenaw, State of Michigan, having been established pursuant to concurrent resolutions of the Townships of Lima, Dexter, Webster, Scio and the Village of Dexter all being situated in the County of Washtenaw, State of Michigan.

### ARTICLE I

#### Grant and Term

1.1 Leased Premises. LESSOR hereby leases to LESSEE that portion of the property described as:

8140 Main Street, Village of Dexter, County of Washtenaw, State of Michigan, more commonly known as the Dexter Fire Hall, currently designated for use by the Village of Dexter Fire Department.

1.2 Term. The term of the Lease shall be for as long as the LESSEE is in existence provided however that the LESSOR shall be a part thereof as specified in the aforementioned concurrent resolutions.

1.3 Fiscal Year. The Fiscal Year for purposes of the within Lease Agreement shall be April 1 to March 31 of the following year.

### ARTICLE II

#### Terms and Conditions of Lease

2.1 Utilities. LESSEE shall pay to LESSOR the sum of FIVE THOUSAND ONE AND NO/100 (\$5,001.00) DOLLARS for the Fiscal Year April 1, 1985 through March 31, 1986 in equal monthly installments of FOUR HUNDRED SIXTEEN AND 75/100 (\$416.75) DOLLARS, commencing April 1, 1985, through and including March 1, 1986, said payments represent anticipated charges levied against LESSOR for electricity, natural gas and water and sewer service; should said charges exceed the sum of FIVE THOUSAND ONE AND NO/100 (\$5,001.00) DOLLARS for the period April 1, 1985 through March 31, 1986, LESSEE shall

pay to LESSOR any amount in excess of FIVE THOUSAND ONE AND NO/100 (\$5,001.00) DOLLARS on March 31, 1986; likewise, should said charges be less than FIVE THOUSAND ONE AND NO/100 (\$5,001.00) DOLLARS for the period April 1, 1985 through March 31, 1986, LESSOR shall pay to LESSEE any amount less than FIVE THOUSAND ONE AND NO/100 (\$5,001.00) DOLLARS on March 31, 1986. Said charges specifically exclude other utility charges not herein referred to.

For Fiscal Years subsequent to Fiscal Year April 1, 1985 - March 31, 1986, charges to LESSEE for utilities referred to herein shall be calculated on annual basis and shall reflect: 1) actual charges made to LESSOR from the previous Fiscal Year for said utilities and 2) anticipated increases in said charges; said charges shall be payable to LESSOR in twelve (12) equal monthly installments due LESSOR beginning the first of April of said Fiscal Year. The basis for said charges shall be forty (40%) percent of the charges on 8140 Main Street, Village of Dexter, County of Washtenaw, State of Michigan.

### ARTICLE III

#### Amount of Rental

3.1 Consideration. LESSEE covenants to pay to LESSOR the sum of ONE AND NO/100 (\$1.00) DOLLAR, and such other valuable consideration for lease of the above described property.

### ARTICLE IV

#### Repairs and Maintenance

4.1 Repairs and Maintenance. LESSOR covenants to repair and maintain that portion of the property leased to LESSEE; said repairs and maintenance include;

- Roof and eavetroughs
- Plumbing system except fixtures damaged by negligence of LESSEE
- Heating system
- Electrical system except emergency power system
- Building exterior, including garage doors and openers
- Asphalt drive, sidewalks, gardens and lawns

Said repairs and maintenance exclude:

- Interior painting, cleaning, carpeting or floor tile
- Kitchen appliances, cupboards, dishes or utensils
- Kitchen and bedroom furniture, TV equipment
- Communication and associated equipment, cable, tower

In consideration therefore, LESSEE covenants to pay to LESSOR for Fiscal year April 1, 1985 through March 31, 1986 the sum of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS in equal monthly installments of ONE HUNDRED SIXTY-SIX AND 67/100 (\$166.67) DOLLARS, commencing April 1, 1985, through and including March 1, 1986.

For Fiscal Years subsequent to Fiscal Year April 1, 1985 - March 31, 1986, consideration for Repairs and Maintenance referred to herein shall be calculated as follows: percentage change in the Consumer Price Index (Detroit) times (X) TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS plus TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS equals consideration: said consideration shall be payable to LESSOR in twelve (12) equal monthly installments due LESSOR beginning the first of April of said Fiscal Year.

4.2 Condition of Premises. The property leased shall be returned at the the end of the lease term in a condition equal to or better than when it was received on the date of execution of this lease.

#### ARTICLE V

##### Insurance

5.1 Liability Insurance. LESSEE shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises in which the limits of public liability and property damage shall be in amounts satisfactory to the LESSOR. The policy shall name the LESSEE and LESSOR as insureds, and shall contain a clause that the insurer shall not cancel or change the insurance without first giving the LESSOR thirty (30) days prior written notice. Such insurance may be furnished by LESSEE under a blanket policy carried by it, or under a separate policy therefor. Such insurance shall be with an insurance company approved by LESSOR, and a copy of the paid-up policy, evidence of such insurance, or a certificate of insurance certifying to the issuance of such policy, shall be delivered to LESSORS within thirty (30) days after commencement of the term of this Lease, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage.

5.2 Other Insurance. LESSEE shall pay to LESSOR the sum of SIX HUNDRED SIXTY-FOUR AND NO/100 (\$664.00) DOLLARS for the Fiscal Year April 1, 1985 through March 31, 1986 in equal monthly installments of FIFTY-FIVE AND 34/100 (\$55.34) DOLLARS, commencing April 1, 1985 through and including March 1, 1986; said payments represent insurance premiums payable by LESSOR for insurance on the leased

premises, contents value and the boiler upon said leased premises; should said charges exceed the sum of SIX HUNDRED SIXTY-FOUR AND NO/100 (\$664.00) DOLLARS for the Fiscal Year April 1, 1985 through March 31, 1986, LESSEE shall pay to LESSOR any amount in excess of SIX HUNDRED SIXTY-FOUR AND NO/100 (\$664.00) DOLLARS for the Fiscal Year April 1, 1985 through March 31, 1986, LESSEE shall pay to LESSOR any amount in excess of SIX HUNDRED SIXTY-FOUR AND NO/100 (\$664.00) DOLLARS on March 31, 1986; likewise, should said charges be less than SIX HUNDRED AND SIXTY-FOUR AND NO/100 (\$664.00) DOLLARS for the period April 1, 1985 through March 31, 1986, LESSOR shall pay to LESSEE any amount less than SIX HUNDRED SIXTY-FOUR AND NO/100 (\$664.00) DOLLARS on March 31, 1986. Said charges specifically exclude other insurance not herein referred to.

For Fiscal Years subsequent to Fiscal Year April 1, 1985-March 31, 1986 charges to LESSEE for insurance premiums referred to herein shall be calculated as follows for the subsequent Fiscal Year:

Leased premises and contents value:

$$.4 \times \frac{\text{Entire building and contents value}}{\text{Total value insured}} \times \frac{\text{Insurance Premium Charged}}{\text{Total value insured}}$$

Boiler:

$$.4 \times \frac{\# \text{ of building boilers}}{\# \text{ of boilers insured}} \times \frac{\text{Insurance Premium Charged}}{\text{Total Fiscal Year Charges For Insurance Premiums}}$$

Said charges shall be payable to LESSOR in twelve (12) equal monthly installments due Lessor beginning the first of April of said Fiscal Year.

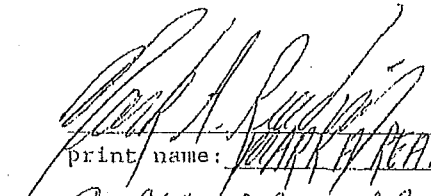
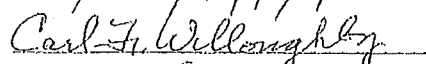
#### ARTICLE VI Termination of Lease

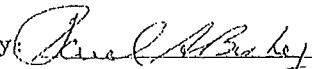
6.1 Termination of Lease. The Lease is to be terminated at such time the LESSEE ceases to exist or at such time the LESSOR ceases to hold interest in the LESSEE as specified in the aforementioned concurrent resolutions. Upon termination, outstanding charges for utilities, repairs and maintenance and insurance shall be prorated for the Fiscal Year within which said termination occurs, LESSOR being obligated to pay LESSEE only said prorated charges for the percent time during said Fiscal Year LESSEE was under Lease to LESSOR. This lease shall be binding on the parties hereto as of the date first appearing herein and shall be effective April 1, 1985. This Lease having been executed simultaneously with DEXTER AREA FIRE DEPARTMENT INTERLOCAL AGREEMENT, being incorporated by reference therein and referred to as "Attachment D" therein, is binding upon the Public Agencies thereto as LESSEE herein.

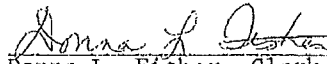
IN WITNESS WHEREOF the Village of Dexter has executed this Lease, as LESSOR, the day and year first appearing herein.

WITNESSED:

VILLAGE OF DEXTER,  
LESSOR

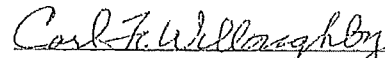
  
print name: PAUL S. BISHOP  
  
print name: CARL F. WILLOUGHBY

By:   
Paul S. Bishop, President

By:   
Donna L. Fisher, Clerk

STATE OF MICHIGAN }  
COUNTY OF WASHTENAW } SS.

On this 26th day of March, 1985 before me, a Notary Public in and for said County, personally came the before named PAUL S. BISHOP and DONNA L. FISHER, President and Clerk, respectively, of the Village of Dexter, a General Law Village, known to me to be the persons who executed the foregoing instrument, on behalf of the Village of Dexter.

  
Notary Public  
Washtenaw County, State of Michigan  
My commission expires: Nov. 15, 1987